

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

THOMAS E. PEREZ, Secretary of
Labor, United States Department of
Labor,

Plaintiff,

vs.

LANTERN LIGHT
CORPORATION, d/b/a
ADVANCED INFORMATION
SYSTEMS, a corporation; DIRECTV
LLC, a limited liability company; and
RAMON MARTINEZ, an individual,

Defendants.

No. 2:12-CV-01406-RSM

**DECLARATION OF MARC MASTIN
IN SUPPORT OF DIRECTV'S
OPPOSITION TO INTERVENOR'S
MOTION TO UNSEAL SUMMARY
JUDGMENT EXHIBITS**

Note On Motion Calendar: MAY 5, 2017

1 I, Marc. S. Mastin, declare:

2 1. I am the Director, Network Services (Washington, Oregon, Hawaii) for
3 DIRECTV LLC ("DIRECTV"), a defendant in this action. I make this declaration in
4 support of both DIRECTV's Opposition to Motion to Intervene by the Washington Wage
5 Claim Project and DIRECTV's Opposition to Intervenor's Motion to Unseal Summary
6 Judgment Exhibits.

7 2. I began working for DIRECTV in 2011 as a Site Manager in Lynnwood,
8 Washington. In December of 2012, I was promoted to the role of Regional Director
9 Operations (Washington). In October of 2014, I transitioned to the role of Regional
10 Director Operations (Northern California). In July of 2016, I was promoted to the role of
11 Director Network Services (Washington, Oregon, Hawaii). In this role, I help oversee
12 DIRECTV operations, including in Washington, and I frequently partner with members
13 of other teams at headquarters and field managers. I have personal knowledge of the
14 facts set forth below based on my employment experience at DIRECTV or based on a
15 reasonably diligent inquiry.

16 3. I have reviewed the document that is attached as Exhibit B to the
17 Declaration of Joseph Lake for Plaintiff's Motion for Partial Summary Judgment (the
18 "Lake Declaration"), and I understand its content. Based on my review, Exhibit B is a
19 copy of a fully-executed DIRECTV Services Provider Agreement with Lumin, Inc. This
20 agreement contains the then-existing terms and conditions of DIRECTV's engagement
21 with Lumin, Inc. to install, service and maintain DIRECTV's satellite systems. The page
22 that is Bates Stamped DTV000321 displays the rates that DIRECTV pays or paid Lumin,
23 Inc. for its services under the agreement. Similarly, the First Amendment to the Service
24 Provider Agreement, which incorporates the pages that are Bates Stamped DTV000322
25 through DTV000324, displays the rates that DIRECTV and Lumin, Inc. later agreed to.
26 Significantly, DIRECTV negotiates and pays different rates to various of its service
27 providers, like Lumin, Inc., and this financial information is not shared with other service
28 providers or with DIRECTV's competitors. If the contents of this agreement were made

1 publicly accessible, including through a filing of the above-referenced pages of this
2 exhibit on this Court's public docket, DIRECTV would face an unfair competitive
3 disadvantage. Existing and prospective service providers could use this information to
4 their advantage in future negotiations with DIRECTV, and competitors could use this
5 information in competing with DIRECTV for contract engagements with the same
6 service providers.

7 4. I have reviewed the document that is attached as Exhibit E to the Lake
8 Declaration, and I am familiar with its content. This document is an inside Company
9 email authored and sent by a DIRECTV Regional Director. Based on my review, this
10 email discusses strategic considerations for DIRECTV associated with the potential
11 acquisition of a DIRECTV service provider by a third-party. The communication reveals
12 the Regional Director's assessment of the impact that the potential transaction could have
13 on DIRECTV's business operations. If the contents of this email were made publicly
14 accessible, including through a filing of this email on this Court's public docket,
15 DIRECTV would face an unfair competitive disadvantage in that DIRECTV's
16 competitors would learn DIRECTV's internal assessment of how similar corporate
17 transactions impact DIRECTV's business operations.

18 5. I have reviewed the document that is attached as Exhibit J to the Lake
19 Declaration, and I am familiar with its content. This document is an inside Company
20 email authored and sent by a DIRECTV Regional Director. Based on my review, this
21 email discusses how DIRECTV measures customer service and further reveals
22 DIRECTV's internal assessment of how contractor reporting time impacts customer
23 satisfaction. DIRECTV has made considerable investments in being able to effectively
24 measure customer satisfaction. If the contents of this email were made publicly
25 accessible, including through a filing of this email on this Court's public docket,
26 DIRECTV would face an unfair competitive disadvantage in that its internal analysis and
27 business processes would be available to DIRECTV's competitors.

1 6. I have reviewed the document that is attached as Exhibit R to the Lake
 2 Declaration, and I understand its content. This document consists of an Excel
 3 spreadsheet with data compilations pertaining to the manner in which DIRECTV
 4 measures productivity. DIRECTV has made considerable investments in being able to
 5 effectively measure productivity. If the contents of this spreadsheet were made publicly
 6 accessible, including through a filing of this spreadsheet on this Court's public docket,
 7 DIRECTV would face an unfair competitive disadvantage in that its internal processes
 8 and analysis would be available to DIRECTV's competitors.

9 7. I have reviewed the document that is attached as Exhibit S to the Lake
 10 Declaration, and I am familiar with its content. This document is an inside Company
 11 email authored and sent by DIRECTV's Regional Director discussing the metrics by
 12 which DIRECTV measures performance, including a revelation of the specific
 13 performance target DIRECTV has established. If the contents of this email were made
 14 publicly accessible, including through a filing of this email on this Court's public docket,
 15 DIRECTV would face an unfair competitive disadvantage in that its internal processes
 16 and analysis would be available to DIRECTV's competitors.

17 8. I have reviewed the document that is attached as Exhibit Y to the Lake
 18 Declaration, and I am familiar with its content. This document is an inside Company
 19 email authored and sent by a DIRECTV Regional Director discussing a performance
 20 rating for a particular metric that DIRECTV measures in evaluating contractor
 21 performance. If the contents of this email were made publicly accessible, including
 22 through a filing of this email on this Court's public docket, DIRECTV would face an
 23 unfair competitive disadvantage in that its procedures for evaluating contractor
 24 performance would be available to DIRECTV's competitors.

25 9. I have reviewed the document that is attached as Exhibit AA to the Lake
 26 Declaration, and I am familiar with its content. This document is an inside Company
 27 email authored and sent by a DIRECTV Regional Director discussing customer
 28 satisfaction performance ratings of various contractors, including a revelation of the

1 specific performance target rating DIRECTV has established. DIRECTV has made
 2 considerable investments in being able to effectively measure customer satisfaction. If
 3 the contents of this email were made publicly accessible, including through a filing of
 4 this email on this Court's public docket, DIRECTV would face an unfair competitive
 5 disadvantage in that its internal processes and analysis would be available to DIRECTV's
 6 competitors.

7 10. I have reviewed the document that is attached as Exhibit CC to the Lake
 8 Declaration, and I am familiar with its content. This document is an email authored and
 9 sent by a DIRECTV Regional Director discussing the quality of services provided under
 10 contract by a service provider technician. If the entirety of the contents of this email
 11 were made publicly accessible, including through a filing of this email on this Court's
 12 public docket, it would reveal the identity of the technician at issue. Upon careful review
 13 of this document, and without waiving its opposition to Intervenor's Motion to Intervene
 14 and Motion to Unseal, if any portion of this email were to be unsealed and publicly-
 15 displayed, DIRECTV does not object to filing a redacted version of this document which
 16 removes sensitive identification information regarding the individual technician.

17 11. I have reviewed the document that is attached as Exhibit DD to the Lake
 18 Declaration, and I am familiar with its content. This document is an email authored and
 19 sent by a DIRECTV Regional Director discussing the quality of services provided under
 20 contract by a service provider technician. If the entirety of the contents of this email
 21 were made publicly accessible, including through a filing of this email on this Court's
 22 public docket, it would reveal the identity of the technician at issue. Upon careful review
 23 of this document, and without waiving its opposition to Intervenor's Motion to Intervene
 24 and Motion to Unseal, if any portion of this email were to be unsealed and publicly-
 25 displayed, DIRECTV does not object to filing a redacted version of this document which
 26 removes sensitive identification information regarding the individual technician.

12. I have reviewed the document that is attached as Exhibit EE to the Lake Declaration, and I am familiar with its content. This document is an inside Company email authored and sent by a DIRECTV Operations Manager discussing supply chain logistics issues with the delivery of parts. If the contents of this email were made publicly accessible, including through a filing of this email on the this Court's public docket, DIRECTV would face an unfair compensative disadvantage in that matters related to its supply chain would be available to DIRECTV's competitors.

13. I have reviewed the document that is attached as Exhibit A to the Declaration of Steven Crawford in Support of DIRECTV's Motion for Summary Judgment (the "Crawford Declaration"), and I am familiar with its content. This document is a duplicate of the DIRECTV Services Provider Agreement with Lumin, Inc. that is also attached as Exhibit B to the Lake Declaration, discussed in Paragraph 3 above. The same reasons that I describe in Paragraph 3 regarding why such document should not be made publicly accessible apply just as equally to this agreement as attached to the Crawford Declaration.

14. I have reviewed the document that is attached as Exhibit B to the Crawford Declaration, and I am familiar with its content. This document is a duplicate of the amendment to DIRECTV's Services Provider Agreement with Lumin, Inc. that included in Exhibit B to the Lake Declaration, discussed in Paragraph 3 above, at the pages with the Bates numbers of DTV000322 through DTV000324. The same reasons that I describe in Paragraph 3 regarding why such document should not be made publicly accessible apply just as equally to this amendment as attached to the Crawford Declaration.

15. I have reviewed the document that is attached as Exhibit C to the Declaration of Jeremiah Miller filed in connection with Plaintiff's Reply in Support of Motion for Partial Summary Judgment (the "Miller Declaration"), and I am familiar with its content – including that this document is a partial duplicate of the document attached as Exhibit E to the Lake Declaration, as discussed in Paragraph 4, above. This document

1 is an inside Company email authored and sent by a DIRECTV Regional Director. This
2 email discusses strategic considerations for DIRECTV associated with the potential
3 acquisition of a DIRECTV service provider by a third-party. The communication reveals
4 the Regional Director's assessment of the potential transaction on DIRECTV's business
5 operations. If the contents of this email were made publicly accessible, including through
6 a filing of this document on this Court's public docket, DIRECTV would face an unfair
7 compensative disadvantage in that DIRECTV's competitors would have access to
8 DIRECTV's internal assessment of how similar corporate transactions impact
9 DIRECTV's business operations.

10 16. Because competitors and service providers could use the information
11 contained within the documents discussed in Paragraphs 3 through 15 above to
12 DIRECTV's disadvantage, DIRECTV takes numerous steps to ensure the safeguarding
13 and confidentiality of such information and documents from being publicly accessible
14 and known. For example, as for the service provider agreements discussed above in
15 Paragraphs 3, 13 and 14, DIRECTV only makes them, and the information contained in
16 them, available internally to DIRECTV and externally only as to those service providers
17 that execute DIRECTV's confidentiality/non-disclosure agreement.

18 Moreover, DIRECTV designated the documents discussed in Paragraphs 3 through
19 15, above, as "CONFIDENTIAL" pursuant to and in reliance on this Court's December
20 4, 2014 Protective Order Entered Pursuant to the Parties' Stipulation, before DIRECTV
21 then produced such documents in the course of discovery years ago before this litigation
22 was ordered as closed in October, 2015.

1 I declare under penalty of perjury under the law of the United States of America
2 and the State of WA that the foregoing is true and correct.

3 Executed on April 26, 2017, at LYNNWOOD, WA

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5 /s/ 
6 Marc S. Mastin
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